

**CITY OF NORTH MIAMI  
TARGET INDUSTRY WORKFORCE  
DEVELOPMENT SCHOLARSHIP PROGRAM  
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is entered into as of May 16th, 2017, between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, Florida ("City"), and **JMJ Clutch Enterprises, LLC (DBA Wyncode Academy)**, an accredited educational institution organized and existing as a for-profit corporation under the laws of the State of Florida, ("School").

**WITNESSETH:**

WHEREAS, the City of North Miami ("City") desires to fund and implement the Target Industry Workforce Development Scholarship Program for City residents, enrolling at area Schools, commencing with the passage of Resolution 2017-R-6 (the "Grant"); and

WHEREAS, the School desires to provide the Scope of Services ("Services") listed below;  
and

WHEREAS, the City desires to engage the School to render Services to those in need.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

The School shall provide educational services to City residents enrolled at the School pursuant to the "Target Industry Workforce Development Scholarship Program" attached as Exhibit "A", including but not limited to the following:

- a. Provide eligible students with scholarships in the amount of no more than Seven Thousand Five Hundred Dollars (\$7,500.00) per student. School is eligible for total maximum amount of Fifteen Thousand Dollars (\$15,000.00) within a thirty (30) day period.
- b. Provide eligible students a complete and quality education in a field of study directly related to an occupation listed on the State of Florida Department of Economic Opportunity's 2017-2018 Regional Demand Occupations List, attached as Exhibit "B".

**ARTICLE II  
CONDITION OF SERVICES**

The School agrees to the following:

- a. The Services shall benefit City residents.
- b. Eligible students shall be:

1. City residents; and
  2. Low income based on HUD Income Guidelines, attached as Exhibit "C"; and
  3. Enrolled at the School; and
  4. Included in an application submittal by the School; and
  5. Enrolled in a Regional Demand Occupation related field of study; and
  6. Approved for program eligibility by the City.
  7. Students who do not complete the full educational program, paid by the **Target Industry Workforce Development Scholarship Program**, shall be ineligible to receive future scholarship support from the City.
- c. The School shall forward completed applications to the City's Department of Community Planning & Development, Attention: Sam Blatt for approval.
  - d. Upon Approval, the City will provide notice to the School of the student's residency, income, and program choice eligibility and issue a Notice to Proceed.
  - e. During the course, the School may be required to submit academic performance and financial expenditure documentation to the City as it relates to students who have received scholarship funding.
  - f. The City will review and process all reporting requests received.
  - g. The School shall notify the City upon a student's course completion.

### **ARTICLE III**

#### **TERM OF AGREEMENT**

This Agreement shall be deemed effective upon execution by both parties, and shall terminate within two (2) years of the date of execution of the Agreement.

### **ARTICLE IV**

#### **DEFAULT**

a. For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the School, its agents and employees, as applicable and as further detailed below:

1. Failure to commence services within sixty (60) days from the date of this Agreement.
2. Failure to provide the documentation required during the student's course within thirty (30) days from this Agreement's expiration date.
3. Failure to comply with applicable federal, state and local regulations and laws.

4. Breach regarding any of the terms and conditions of this Agreement.
5. Insolvency or bankruptcy.
6. Failure to maintain the insurance required by the City as described in Article XIX of this Agreement.
7. Failure to correct defects within a reasonable time as determined by the City.

b. In the event of a breach, the City may exercise any and all rights including those rights expressed in Article V.

c. Additionally, Parties shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce their rights and remedies against the breaching party.

#### **ARTICLE V TERMINATION**

The City and the School agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

The City may also suspend or terminate payment to the School in whole or in part for cause. Cause shall include the following:

- a. Failure to comply and/or perform in accordance with this Agreement; or
- b. Submission to the City of reports, which are materially incorrect or incomplete.

The City shall notify the School in writing when payments are being suspended for cause. The notification shall include actions to be taken by the School as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

Upon termination of the Agreement, the School and the City shall meet to determine if any amounts are to be repaid to the City.

It is understood by and between the City and the School that any payment made in accordance with this section to the School shall be made only if the School is not in breach under the terms of this Agreement. If the School is in breach, then the City shall in no way be obligated and shall not pay any sum to the School.

#### **ARTICLE VI AMENDMENTS**

Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

#### **ARTICLE VII**

#### **METHOD OF PAYMENT**

Upon execution of this Agreement, the City shall make payments to the School for each student's program under this Agreement based on the budgeted costs with supportive documentation in accordance with the terms of this Agreement. The maximum amount payable under this Agreement is **Fifteen Thousand and no/100 Dollars (\$15,000.00)** within any thirty (30) day period. The School shall only receive payments for eligible student applications received by the City within that thirty (30) day time period.

Should a student fail to complete the entire scope of the program being funded by the City, the School must pay back fifty percent (50%) of the total amount originally requested on behalf of the student.

#### **ARTICLE VIII**

#### **CONFLICT OF INTEREST**

The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the School.

The School covenants that persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from the educational scholarships being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to the educational scholarships covered under this Agreement, either for themselves or those with whom they have family or business ties.

Any such interest on the part of the School or its employees shall be disclosed in writing to the City. The School agrees to abide and be governed by the conflict of interest requirements applicable to or promulgated by Miami-Dade County or the City, which are incorporated by reference.

#### **ARTICLE IX**

#### **INDEMNIFICATION**

Subject to the limitations set forth in Florida Statutes 768.28, The School shall indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs arising from or in connection with this Agreement or any contracts the School may enter into with third parties pursuant to this Agreement.

Subject to the limitations set forth in Florida Statutes 768.28, The County shall indemnify

and hold harmless the School, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs arising from or in connection with this Agreement or any contracts the County may enter into with third parties pursuant to this Agreement.

#### **ARTICLE X** **PERIODIC REPORTS**

The School shall obtain a release of records from the student prior to disclosing the student information listed below. The School shall provide periodic reports (an original and two copies) as required by the City, which shall be due thirty (30) days after the request is made. The City shall inform the School in writing when a periodic report is requested. These shall include:

- a. Student profile form;
- b. Financial accounting records of money spent on student course
- c. Student attendance records;
- d. Student performance information;
- e. Course completion status.

Other reporting requirements may be required by the City in the event of program changes and/or legislative amendments. The School shall be informed, in writing, if any changes become necessary.

#### **ARTICLE XI** **AUDIT AND INSPECTIONS**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City and/or representatives, the right to audit and examine all records relating to matters covered by this Agreement. Student records shall not be available for audit and inspection. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the School do not constitute an allowable expenditure, the City will have the right to deduct or reduce those amounts from their related invoices. The School must maintain records necessary to document compliance with the provisions of the Agreement.

#### **ARTICLE XII** **ADDITIONAL CONDITIONS AND COMPENSATION**

It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement is contingent upon approval and funding by the City.

**ARTICLE XIII**  
**NOTICES**

It is understood and agreed between the Parties that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address:

If to the City:	City of North Miami 776 N.E. 125 <sup>th</sup> Street North Miami, Florida 33161 Attn: City Manager
With a copy to:	City of North Miami 776 N.E. 125 <sup>th</sup> Street North Miami, Florida 33161 Attn: City Attorney and Director of CP&D
If to the School:	<b>JMJ Clutch Enterprises, LLC (DBA Wyncode Academy)</b> 549 NW 28 <sup>th</sup> Street Miami, FL 33127
With a copy to:	CORPORATION SERVICE COMPANY, Registered Agent 1201 Hays Street Tallahassee, FL 32301

or to such other address as may be designated in writing.

**ARTICLE XIV**  
**SUBCONTRACTS**

The Parties agree that no assignment or subcontract will be made in connection with this Agreement.

**ARTICLE XV**  
**PERFORMANCE REVIEW**

The City may conduct a formal quarterly review of the School's compliance with the terms of this Agreement. A report of their findings will be made available to the School within thirty (30) days of the completion of the review.

**ARTICLE XVII**  
**SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

#### **ARTICLE XVIII** **GRANT FUNDS**

The School agrees that any Grant funds received shall be used for eligible activities under the program. For those activities undertaken with Grant funds, all of the provisions of this Agreement shall apply. It is further understood that upon expiration of this Agreement, the School shall transfer to the City any funds on hand under the program and any accounts receivable attributable to the use of these funds consistent with this Agreement.

#### **ARTICLE XIX** **INSURANCE**

The School shall maintain during the term of this Agreement, the insurance specified below:

- a. Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.
- b. Comprehensive General Liability Insurance in an amount not less than \$500,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first party insured.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

The Comprehensive General Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the School in the performance of this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A.M. Best company, latest edition.

Compliance with the foregoing requirements shall not relieve the School of its liability and obligations under this section or any other section of this Agreement.

In lieu of the above the School may provide evidence of an ongoing self-insurance program for public liability, automobile liability, and workers' compensation covering the School officers, members, and employees.

**ARTICLE XX**  
**CIVIL RIGHTS**

The School agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

The School also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area because of age.

**ARTICLE XXI**  
**PROJECT PUBLICITY**

The School agrees that any news release or other type of publicity pertaining to the Program must recognize the City as the funding entity, which provided funds for the program.

**ARTICLE XXII**  
**LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceed the agreed sum of **Fifteen Thousand and no/100 Dollars (\$15,000.00)**. School expresses its willingness to enter into this Agreement with School recovery from the City for any action or claim arising from this Agreement to be limited to **Fifteen Thousand and no/100 Dollars (\$15,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the School hereby agrees that the City shall not be liable to the School for damages in an amount in excess of **Fifteen Thousand and no/100 Dollars (\$15,000.00)**, for any action or claim of the School or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

**ARTICLE XXIII**  
**VENUE APPLICABLE LAW**

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.



IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

ATTEST:

\_\_\_\_\_  
Corporate Secretary

JMJ CLUTCH ENTERPRISES, LLC

"School"

\_\_\_\_\_  
Grantee  
Juha Mikkola  
Co-Founder

ATTEST:

By: \_\_\_\_\_  
Michael A. Etienne  
City Clerk

City of North Miami, a Florida municipal corporation:

"City"  
By: \_\_\_\_\_  
Larry M. Spring, Jr.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Jeff P. H. Cazeau  
City Attorney